

STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION

**RECEIVED**  
JUL 19 2002

Illinois Commerce Commission  
RAIL SAFETY SECTION

WISCONSIN CENTRAL LTD., )

Petitioner, )

v. )

Docket No. T02-0030

ILLINOIS DEPARTMENT OF TRANSPORTATION, )

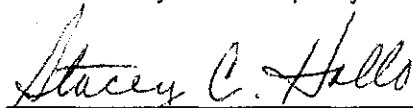
Respondents. )

Petition of Wisconsin Central Ltd. seeking an order of the )  
Illinois Commerce Commission directing that an additional )  
track and grade crossing be constructed at Oakton Street )  
(DOT 689-654N) on the Wisconsin Central Ltd. In )  
the City of Des Plaines, Cook County, IL. )

**NOTICE OF LATE FILING OF EXHIBIT**

To: June Tate, ALJ  
Henry Humphries, ICC  
Michael J. Barron Jr., W.C. Atty.  
David R. Wiltse, Des Plaines Atty.  
Donna McAllister, City Clerk

PLEASE TAKE NOTICE that I have this 18<sup>th</sup> day of July 2002 forwarded to Mr. Kevin Sharpe, Director of Processing, Transportation Division of the Illinois Commerce Commission, Springfield, Illinois, for late filing in the above matter, Department's Exhibit 1, a copy of which is attached hereto and hereby served upon you.

  
Stacey C. Hollo  
Special Assistant Attorney General  
2300 South Dirksen Parkway  
Room 311  
Springfield, Illinois 62764  
(217) 782-3215

Counsel for the Illinois  
Department of Transportation





JURIS DICTIONAL  
TRANSFER

# Illinois Department of Transportation

Division of Highways/District 1  
201 West Center Court/Schaumburg, Illinois 60196-1096

*Return  
to  
PLV*

August 9, 2001

Notification: Date of Jurisdictional Transfer  
State-City of Des Plaines Agreement  
Section: 97-00173-00-PV  
Cook County  
FAU Route 1332  
Contract: 83358

The Honorable Anthony W. Arredia  
Mayor  
City of Des Plaines  
1420 Miner Street/Northwest Highway  
Des Plaines, IL 60016

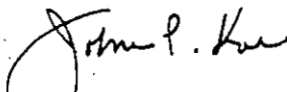
Re: Jurisdictional Transfer - Oakton Street from the east edge of pavement of  
Lee Street/U.S. 12/45 to the west edge of pavement of Des Plaines River Road.

Dear Mayor Arredia:

In accordance with the terms of the attached agreement executed on November  
18, 1998, the transfer of highway jurisdiction from the State of Illinois to the  
City of Des Plaines is confirmed to occur on August 22, 2001. A map is  
attached showing the location for the above referenced highway.

If you have any questions or need additional information, please contact Mr.  
Jacek Tyszkiewicz, Bureau Chief of Maintenance, at (847) 705-4162.

Very truly yours,

  
John P. Kos, P.E.  
District Engineer

cc: Mr. David C. Orr, County Clerk/Cook County  
Mr. Wally Kos, County Engineer, Cook County  
Ms. Donna E. McAllister, City Clerk/City of Des Plaines  
Mr. F. Wallace Douthwaite, City Manager/City of Des Plaines

JURIS DICTIONAL  
TRANSFER

*MAP  
BX  
1.000/3166*

EXHIBIT # 1



Local Agency <u>Des Plaines (C)</u>	 <b>Illinois Department of Transportation</b> <b>Local Agency Agreement for Federal Participation</b>	Section <span style="float: right; border: 1px solid black; border-radius: 50%; padding: 2px 10px;">27</span> <u>97-00173-00-PV</u> Fund Type <b>STU</b> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;">State Contract</td> <td style="width:25%;">Day Labor</td> <td style="width:25%;">Local Contract</td> <td style="width:25%;">RR Force Account</td> </tr> <tr> <td style="text-align: center;">X</td> <td></td> <td></td> <td></td> </tr> </table>	State Contract	Day Labor	Local Contract	RR Force Account	X			
State Contract	Day Labor	Local Contract	RR Force Account							
X										

This Agreement is made and entered into between the above local agency (LA) and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the United States Federal Highway Administration hereinafter referred to as FHWA.

#### Location

Name Oakton Street Route FAU 1332 Length \_\_\_\_\_ KM ( 0.79 Miles)

Termini Lee Street/U.S. Route 12/45 to Des Plaines River Road

Current Jurisdiction is State.

#### Project Description

Existing Str. No. N/A

Roadway milling, resurfacing and reconstruction, curb and gutter removal and replacement, storm sewers and drainage improvements, sidewalk, roadway lighting, watermain, signal modifications of Oakton Street at Lee Street/US Route 45 and White Street, thermoplastic pavement markings and all incidental work to complete the project.

Type of Work	Division of Cost (SEE SHEET #5)				LA		Total
	FHWA	%	State	%			
Participating Construction	( )	( )	( )	( )	( )	( )	( )
Non-Participating Construction	( )	( )	( )	( )	( )	( )	( )
Preliminary Engineering	( )	( )	( )	( )	( )	( )	( )
Construction Engineering	( )	( )	( )	( )	( )	( )	( )
Right of Way	( )	( )	( )	( )	( )	( )	( )
Railroads	( )	( )	( )	( )	( )	( )	( )
Utilities	( )	( )	( )	( )	( )	( )	( )
Sub Total							
Other Funding Not Included Above							
Source of Other Funding: _____							
Total Project Cost _____							

NOTE: The above costs and percentages are approximate and subject to change. The percentage(s) recorded and maintained by the STATE, will be used in the final division of cost for billing and reimbursement. If funding is not a percentage of the total, place an asterisk in the space provided for the percentages. The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

#### Local Agency Appropriation

The LA on September 24, 1998, appropriated, by separate resolution, ordinance or road improvements statement, \$541,777.00 to pay the LA's share of the cost and will appropriate additional funds, if required to cover the LA's total cost. LA's share of the cost to be paid with ☐ MFT Funds ☒ Other Funds.

#### Method of Financing (State Contract Work)

METHOD A—Lump Sum (95% of LA Obligation) \$ \_\_\_\_\_  
 METHOD B— \_\_\_\_\_ Monthly Payments of \_\_\_\_\_  
 METHOD C—LA's Share \$ 508,560.00 divided by estimated total cost multiplied by actual progress payment.  
 (See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-239-97	STPM-7003(481)				



## Agreement Provisions

### THE LOCAL AGENCY AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance, and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied and the disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy For Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map).
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within their respective jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 5 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, record and supporting documentation are not available to support their purported disbursement..
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA;
- (10) (STATE Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 95% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 95% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts Only) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering Only) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition Only) That in the event that the actual construction of the project on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the State any Federal Funds received under the terms of this Agreement.



(14) And certifies to the best of its knowledge and belief its officials:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
- (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
- (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.

(15) To include the certifications, listed in item 14 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.

(16) That execution of this agreement constitutes the LOCAL AGENCY's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.

(17) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LOCAL AGENCY'S certification that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The LOCAL AGENCY shall require that the language of this certification be included in the award documents for all subawards at all times (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(18) To regulate parking and traffic in accordance with the approved project report.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (STATE Contracts Only) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor Only) To authorize the LA to proceed with the construction of the improvement when Agreed-Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way and/or utility work:
  - (a) To reimburse the LOCAL AGENCY for the Federal and/or State share of engineering, right-of-way utility work on the basis of periodic billings, provided said billings contain sufficient cost information and, if said services are performed by a consultant, and show evidence of payment by the LOCAL AGENCY.
  - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.



IT IS MUTUALLY AGREED:

- (1) That this agreement shall be null and void in the event that the FHWA does not approve the proposed improvement for Federal aid participation and in the event the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) It is the policy of the U.S. Department of Transportation that Minority Business Enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently the MBE requirements of 49 CFR Part 23 apply to this agreement. The STATE/LA agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of this Agreement. In this regard the STATE/LA shall take all necessary and reasonable steps, in accordance with 49 CFR Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in part with Federal funds provided under this Agreement. The STATE/LA shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of contractor or subcontractors including procurement of materials and leases of equipment. The LA shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment. Failure to carry out the requirements set forth above shall constitute a breach of this Agreement and may result in termination of the Agreement or such remedy as deemed appropriate.
- (4) This Agreement shall be administered under the provisions of the STATE's federally approved Disadvantaged Business Enterprise Program.

ADDENDA

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this Agreement.

Addendum #1-Changes in Agreement Provisions, BLR 1600, Exhibits A & B.

(Insert NA, if not applicable or else addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

Name Paul W. Jung

Title Mayor  
County Board Chairman/Mayor/Village President/etc.

Signature Paul W. Jung

s:\gen\wp2\910spt1.doc

APPROVED

State of Illinois  
Department of Transportation

By James C. McGowan  
Director of Highways

11/18/98  
Date



Des Plaines/Oakton Street  
 Section: 97-00173-00-PV  
 Cook County

DIVISION OF COST

Type of Work	FHWA	%	STATE	%	CITY	%	TOTAL
Roadway & Drainage	922,530.	(70.)	395,370.	(30.)	---	--	1,317,900.
Parking Lanes	134,960.	(70.)	---	--	57,840.	(30.)	192,800.
Sidewalk	161,980	(70.)	34,710.	(15.)	34,710.	(15.)	231,400.
Roadway Lighting	279,160.	(70.)	---	--	119,640.	(30.)	398,800.
Traffic Signals							
Oakton Street @ Lee St./US Rte. 12/45	82,180.	(70.)	35,220.	(30.)			117,400.
Oakton St. @ White St.	62,860.	(70.)	13,470.	(15.)	13,470.	(15.)	89,800.
Non-Particp. Constr.					282,900.	(100.)	282,900.*
Constr. Engr.	150,010.	(70.)	31,073.	(14.5)	33,217.	(15.5)	214,300.
CREDIT **			69,890		(\$69,890)**		
TOTAL	\$1,793,680		\$579,733		\$471,887		\$2,845,300

\*Watermain

\*\*Credit for Phase I & II engineering (50% of \$139,780.84) which shall be added to State Obligation.



ADDENDUM #1

An Addendum to the Joint City-State Agreement  
For Project STPM-7003(481) in the City of Des Plaines,  
Cook County, Illinois

CHANGES IN "AGREEMENT PROVISIONS"

I. UNDER "IT IS MUTUALLY AGREED":

The following items are added:

(5) Upon completion of the improvement, and twenty one (21) calendar days after final inspection by the STATE, CITY will assume jurisdiction and maintenance of Oakton Street from east edge of pavement of Lee Street/US Route 12/45 to west edge of the pavement of Des Plaines River Road; and also agree to maintain or cause to be maintained in a manner satisfactory to the STATE and FHWA their portions of the improvement under their established jurisdictional authority. The VILLAGE will adopt and will put into effect prior to the STATE advertising for the work to be performed hereunder, and appropriate ordinance adding the portion of roadway, of Oakton Street from east edge of pavement of Lee Street/US Route 12/45 to west edge of the pavement of Des Plaines River Road, and identified as (BLR-1600) which is attached hereto and made a part hereof, to the CITY system. A copy of said ordinance is also attached hereto as Exhibit B and made a part hereof. For Location Map of the improvement see Exhibit A.

(6) All traffic control equipment to be used in the traffic signal work included herein must be approved by the STATE prior to its installation. The STATE must be notified a minimum of three (3) working days prior to the final inspection. Final inspection of the signalized intersection will be made by a representative of the STATE, and, if satisfactory, authorization for turn on will be given.

(7) Upon acceptance of the traffic signal work the financial responsibility for the maintenance and electrical energy for the operation of the traffic signals of Oakton Street at Lee Street/US 12/45 shall be as follows:

Maintenance:	STATE	100%
	CITY	0%
Energy:	STATE	0%
	CITY	100%



(8) Upon acceptance of the traffic signal work the financial responsibility for the maintenance and electric energy for the operation of the traffic signals of Oakton Street at White Street shall be as follows:

Maintenance:	STATE	0%
	CITY	100%
Energy:	STATE	0%
	CITY	100%

(9) It is further agreed that upon acceptance by all involved parties of the jurisdictional transfer of Oakton Street, the responsibility for maintenance and electrical energy shall continue to be as part of the Master Agreement executed by the STATE and the City of Des Plaines on April 14, 1994 except the intersection of Oakton Street and White Street, which shall be deleted.

(10) A \$69,890.42 credit for phase I and II engineering (50% of \$139,780.84) will be added to the state's obligation and subtracted from the city's obligation as noted in the division of cost. This credit will be utilized on the state contract work prior to the STATE billing the city for the city's share.





Local Agency		Type of Systems Transfer	
Municipality:	Des Plaines	Type 1	Type 2
Township/Road District:		From: State Highway System	From: Local Highway System
County:		To: Local Highway System	To: State Highway System
Section Number:	97-00173-00-PV		
(for transfers involving an improvement)		Indicate Type of Systems Transfer: Type 1	

The above local agency, and the State of Illinois, acting by and through its Department of Transportation, agree to transfer the jurisdiction of the designated location in the manner indicated above under Type of Systems Transfer

#### Location Description

Name Oakton Street Route FAU 1332 Length            KM ( 0.89 miles)  
Termini East edge of pavement of Lee Street/US Route 12/45 to west edge of pavement of Des Plaines River Road

This transfer ☐ does ☐ does not include Structure No. N/A

WHEREAS, the authority to enter into this contract is granted the STATE by Section 4-409 of the Illinois Highway Code and the authority to make changes in the State Highway System is granted the State under Section 2-101 of the Illinois Highway Code.

#### Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part hereof a copy of a location map as Exhibit No. 1 and a copy of the ordinance as Exhibit No. 2, and

#### Include for Counties Only

~~WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.~~

~~NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part hereof a copy of a location map as Addendum No. 1 and a copy of the resolution as Addendum No. 2, and~~

#### Include for Township/Road Districts Only

~~WHEREAS, the authority to make changes to the Township/Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code and said Highway Commissioner shall attach hereto and make a part hereof a copy of a location map as Addendum No. 1, and~~

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective 21 calendar days after:

(Check One)

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Final Inspection by the State | <input type="checkbox"/> Final Inspection by the Local Agency |
| <input type="checkbox"/> Acceptance by the State                  | <input type="checkbox"/> Acceptance by the Local Agency       |
| <input type="checkbox"/> Execution of Agreement                   |   |

#### Supplements

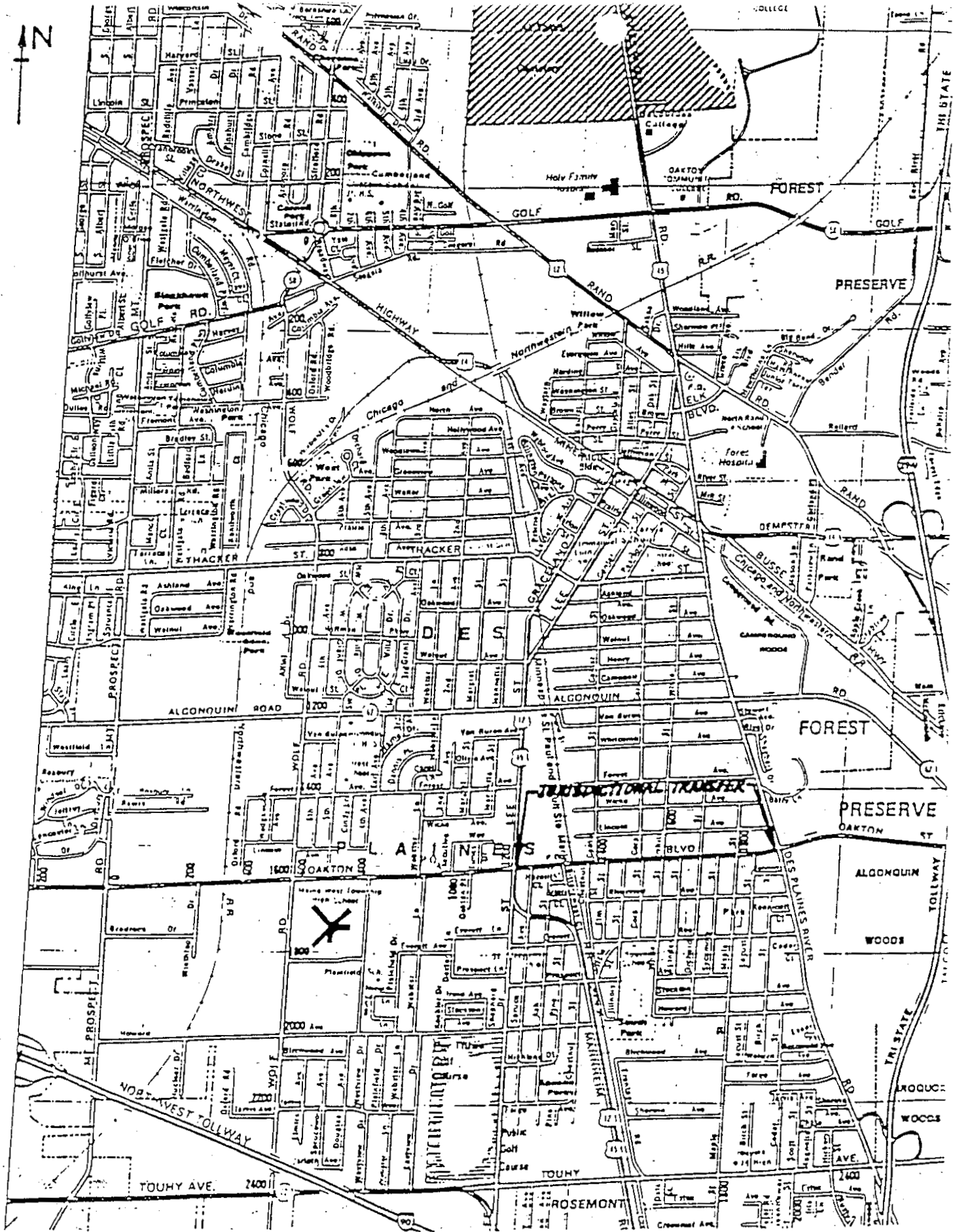
Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this jurisdictional transfer.

Supplement N/A

(Insert supplement numbers of letters and page numbers, if applicable.)

IT IS FURTHER AGREED, that the provisions of this jurisdictional transfer shall be binding and inure to the benefit of the parties hereto, their successors and assigns.





JURISDICTIONAL TRANSFER  
LOCATION MAP

OAKTON ST. IMPROVEMENT

(OFF STATE RTE 12/45 TO DES PLAINES RIVER RD.)

EXHIBIT #1



EXHIBIT #2

Resolution  
Municipal Ordinance No. R.59-98

Providing for the addition of the improvement of Oakton Street from east edge of pavement of Lee Street/US Route 12/45 to west edge of pavement of DesPlaines River Road, within the City limits to the Municipal Street System of the City of Des Plaines, Cook County, Illinois.

Whereas the City of Des Plaines and the State of Illinois under date of September 21, 1998 entered into an agreement for transfer of jurisdiction of Oakton Street to the municipal street system.

Now, therefore, be it ordained by Mayor and City Council of the City of Des Plaines that the improvement of Oakton Street from east edge of pavement of Lee Street/US Route 12/45 to west edge of pavement of DesPlaines River Road within the City limits be added to the municipal street system.

The City Clerk is directed to forward a certified copy of this Ordinance to the State of Illinois through its District Engineer's office at 201 W. Center Court, Schaumburg, Illinois.

CERTIFICATE

I, Donna McAllister, City Clerk in and for the City of Des Plaines in the County of Cook in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of an ordinance passed by the Mayor and City Council of the City of Des Plaines at its City Council meeting held on September 21, 1998.

In testimony whereof, I have hereunto set my hand and affixed the seal of the City at my office this September 24, A.D., 1998.

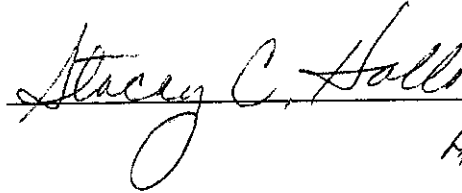
(SEAL)

Donna McAllister  
CITY CLERK



## PROOF OF SERVICE

The undersigned hereby certifies that a copy of the foregoing instrument was served upon the addressees listed below by mailing a true and correct copy via first class mail, postage pre-paid and depositing the same in the United States Mail, Springfield, Illinois, this 18<sup>th</sup> day of July, 2002:

  
\_\_\_\_\_

June Tate  
Administrative Law Judge  
State of Illinois Bldg.  
160 N. LaSalle  
Suite C-800  
Chicago, Illinois 60601-3104

Illinois Commerce Commission  
Attn: Henry Humphries  
527 East Capitol Avenue  
Springfield, IL 62701

Mr. Michael J. Barron, Jr.  
Counsel  
Wisconsin Central Ltd.  
455 North Cityfront Plaza Drive  
Chicago, IL 60601-4400

Mr. David R. Wiltse  
City Attorney  
City of Des Plaines  
1420 Miner  
Des Plaines, IL 60016

Donna McAllister  
City Clerk  
City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016-4400